

THE GOVERNOR'S EMPLOYEE ADVISORY COUNCIL

Master Agreement

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Article 1 – PREAMBLE

- (1) As authorized by the Executive Orders (20)01-623 and 2008-471 concerning the establishment of the Governor's Employee Advisory Council, the Commonwealth of Kentucky ("the Commonwealth") and the elected, certified employee organizations—the American Federation of State, County, and Municipal Employees (AFSCME); the International Brotherhood of Teamsters (IBT); the Service Employees International Union (SEIU); the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW); and the Kentucky State Police Professional Association (KSPPA), (collectively, "the Employee Organizations"), hereby enter into this Master Agreement ("Agreement") as members of the Employee Advisory Council ("Council"). This section shall be automatically updated as additional elections are conducted and employee organizations are certified to represent additional categories.
- (2) The Governor acting by and through his representatives agrees that, within a reasonable time after the effective date of this agreement, matters requiring legislative action for full implementation shall be submitted to a legislator for introduction to the legislature. The Governor agrees to use his best efforts to secure legislative approval and the appropriations necessary to fully implement the Agreement. In the event the Governor fails to obtain a legislator's sponsorship or if the legislature rejects or fails to fund any aspect of this Agreement, the Employee Organizations may reopen any portion of the Agreement for further negotiation.
- (3) The Governor acting by and through his representatives agrees that, within a reasonable time after the effective date of this Agreement, matters requiring administrative action for full implementation shall be submitted to the appropriate administrative agency. The Governor agrees to use his best efforts to secure administrative approval to fully implement the Agreement. In the event the administrative agency rejects or fails to adopt any aspect of this agreement as required, the Employee Organizations may reopen any affected portion of the Agreement for further negotiation.
- (4) Matters which do not require legislative or administrative action for implementation shall be implemented consistent with the terms of this Agreement.
- (5) The purpose of this Agreement is to establish a constructive and cooperative relationship among employees, their Employee Organizations, and the Commonwealth, and to promote improved morale and satisfaction among the employees through the collective communication of their concerns and positions.

Article 2 – RECOGNITION OF ELECTED, CERTIFIED EMPLOYEE ORGANIZATIONS

- (1) Establishment of Categories. The Commonwealth hereby recognizes the following elected, certified Employee Organizations as the exclusive category representative of employees for their respective categories, also known as Category Units:

| Category Unit | Category Agent |
|---|-----------------------|
| Unit A – Clerical, Semi-Technical, Semi-Professional and Para-Professional | UAW |
| Unit C – Labor and Trades | IBT |
| Unit D – Employment and Social Services | AFSCME |
| Unit E – Health Services | SEIU AND AFSCME |
| Unit F – State Police Officers | KSPPA |
| Unit G – Corrections, Parole and Other Law Enforcement Employees | AFSCME |

This section shall be automatically amended to include other Category Units as elections and certifications are completed.

- (2) Exclusive representation. As an exclusive category representative duly certified under the provisions of Executive Order (20)01-623, Section 8, an Employee Organization shall have the exclusive right to act on behalf of employees and negotiate with the Commonwealth terms and conditions for employees of the respective Category Unit. Except as provided in Executive Order 2008-471, this recognition shall not be challenged or revoked during the term of the Agreement.
- (3) Negotiations in Good Faith. The Council members and the Commonwealth agree to conduct all discussions at the Advisory Council and Category Unit levels in good faith. Good faith includes the obligation:
- To approach discussions with a sincere resolve to reach an agreement;
 - To be represented at the discussions by duly authorized representatives prepared to discuss and negotiate on any terms or conditions of employment;
 - To meet at reasonable times and convenient places as frequently as may be necessary, and to avoid unnecessary delays;
 - The Commonwealth and the Employee Organizations at the usual and customary costs shall furnish data and information which is necessary for full and proper discussions and understanding of subjects within the scope of representation of employees to the fullest extent permitted by law at the earliest possible time; and
 - If an agreement is reached, to reduce the agreement to writing, execute the agreement, and take such steps as are necessary to implement the agreement.

Good faith shall not require either party to agree to a proposal or to make a concession.

Article 3 – NON-DISCRMINATION

No person shall be appointed or promoted to, or demoted or dismissed from, any position in the classified services, or in any way favored or discriminated against with respect to employment in the classified services because of sex, race, ethnic origin, disability, sexual orientation, gender identity, political or religious affiliations, or membership in any elected Employee Organization. No person over the age of forty (40) shall be discriminated against because of age.

Article 4 – EMPLOYEE DUES DEDUCTION

- (1) Dues Deduction. The Commonwealth will deduct, bi-monthly, membership dues, or fees payable to the appropriate Employee Organization, upon receipt of a voluntary, written, individual authorization from any Category Unit employee on a form mutually agreed to by the Employee Organization and the Commonwealth. Dues deduction shall begin within thirty (30) days following receipt of the authorization.
- (2) Voluntary, issued-oriented contributions, to the extent permitted by KRS 18A.140, will be received upon receipt of voluntary, written, individual authorization from any Category Unit employee on a form mutually agreed to by the Employee Organization and the Commonwealth.
- (3) Dues remitted to Employee Organizations. The Commonwealth shall remit all deductions, minus standard processing fees, to the appropriate Employee Organization monthly.

Article 5 – EMPLOYEE ORGANIZATION ACCESS TO COMMONWEALTH PREMISES

- (1) The Commonwealth agrees in principle that non-employee or employee representatives of each Category Unit should be given access to the premises of the Commonwealth with appropriate limitations. Procedures to implement this article will be determined in category agreements.
- (2) Personal solicitation of membership, dues, representation, or other internal Employee Organization business at state offices may be conducted only during employees' non-working time and in non-work areas. Employee Organizations shall request access in advance by writing the designated person at each agency to arrange meeting times and places to minimize disruption to state work. The request shall be on Employee Organization letterhead and may be faxed. Access to some locations, such as prisons, juvenile facilities, and MH/MR hospitals, may be limited due to security concerns. In making determinations regarding access, agency representatives should strive to treat all Employee Organizations fairly and equally. In the event access is denied, reasons shall be given to the Category Unit representatives in writing. A list of contact persons for each agency is available upon request.

Article 6 – NO STRIKE/NO LOCKOUT

- (1) No strikes. The Employee Organizations agree to refrain from engaging or participating in any strike, work stoppage, or slowdown, or participating in any activity for the purposes of interfering with the operations of the Commonwealth during the term of this Agreement.
- (2) No lockouts. The Commonwealth agrees not to lock out any employee during the term of this Agreement. A layoff conducted pursuant to KRS 18A.113 shall not be considered a lockout.

Article 7 – WORK RULES CHANGES

Changes in policies – When the Commonwealth proposes to change an official, written, work rule or operating procedure, which would affect the Category Unit, the affected Employee Organization(s) will be notified. The method by which notification is accomplished shall be referred to Category Unit negotiations.

Article 8 – PERSONNEL FILES

Each employee shall have the right to review his or her official personnel file if requested in writing by the employee. A time shall be scheduled by the Commonwealth for the employee to review the contents of his or her official personnel file within three (3) working days of the employee's request. The employee is entitled to one free copy of his or her or official personnel file with proper request. A representative of the Employee Organizations shall be permitted to review official personnel files with the written permission of the employee.

Article 9 – SENIORITY

- (1) Seniority. For the purposes of this Agreement, seniority shall be defined as the total number of months of executive branch service in any cabinet, agency, department, or division of the Commonwealth. Months of service shall include any Commonwealth service prior to a break in service, but not the period of the break.
- (2) Operation of seniority. The provisions of the operation of seniority will be negotiated between the Commonwealth and the Employee Organizations at the Category Unit level.

Article 10 – HOLIDAYS

| <u>Holiday</u> | <u>Date</u> |
|---------------------------|--|
| New Year's Day | January 1 plus one day |
| Martin Luther King Day | Third Monday in January |
| Good Friday | One-half (1/2) day |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Presidential Election Day | Tuesday following first Monday in November |
| Veteran's Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November plus one day |
| Christmas Day | December 25 plus one day |

- (1) Holidays shall be governed by KRS 18A.190.
- (2) Days of Observance. The first day of January, plus one (1) extra day; the third Monday in January; Good Friday, one-half day; the last Monday in May; the fourth day in July; the first Monday in September; Presidential Election Day as required by KRS 2.190; the eleventh day of November; the fourth Thursday in November, plus one extra day; the 25th day of December, plus one extra day. The Governor shall determine which days are chosen, in consideration of extending weekend time off where possible.
- (3) Saturday and Sunday holidays. As provided by KRS 18A.190 when one of the above holidays falls on a Saturday, it is observed on Friday. Holidays occurring on Sunday are observed on Monday.
- (4) Premium pay and scheduling issues. Premium pay and scheduling issues will be discussed in Category Unit negotiations.

Article 11 – ANNUAL AND SICK LEAVE SHARING PROPOSAL

Employees shall share annual and sick leave in accordance with KRS 18A.203, 18A.197, and 101 KAR 2:105.

Article 12 – STEWARDS

- (1) Definitions, for purposes of this Agreement:
 - a. Steward: A classified state employee who is covered by one of the Council's certified employee Categories Units, which represents the employee's category, and who has been designated by that Employee Organization.
 - b. Representation: The assistance by the Steward to the employee in the employee's work-related issues that does not include appearances by the steward before an administrative or judicial tribunal.
- (2) Number of Stewards. An Employee Organization may designate one Steward for each 75 employees in its Category Unit.
- (3) Notifications. After this agreement becomes effective, the Employee Organization shall furnish the names of designated Stewards to the Management Support Team of the Council.
- (4) Steward's Time Off. A Steward shall be allowed up to fifteen (15) hours per month without loss of pay during working hours to attend grievance hearings, labor-management meetings, and grievance investigations. The Steward shall request the time as far in advance as possible, and Appointing Authorities and supervisors shall be encouraged to grant this time under these circumstances unless the Steward's absence would unduly burden the operations of the agency.
- (5) General Provisions.
 - a. The activities of Stewards, while acting as such on state property, shall be limited to those activities authorized by this Agreement.
 - b. Except when they are engaged in the activities authorized by this Agreement, Stewards shall continue at their regular work in the same manner as other employees. When Stewards are required to leave their regular duties for attending grievance meetings and representing employees as otherwise expressly authorized in this Agreement, they shall request and upon receiving approval from supervisor be released from their work. Time spent by Stewards in authorized activities under this Agreement shall be the minimum amount of time necessary to perform the specific function.
 - c. Under no circumstance shall paid time be used by employees for activities that violate any Commonwealth or Federal law or regulation.

- d. The Commonwealth will not pay overtime compensation or allow for the accrual of compensatory time off to Stewards for time spent on activities described in this Agreement. The Commonwealth will not pay for any travel expenses or subsistence expenses incurred by Stewards for time spent on activities described in this Agreement.
- (6) Steward Protection. No employee acting on the behalf of his or her respective employee organization shall be subjected to retaliatory action for providing service pursuant to GEAC agreements.

Article 13 – TIME OFF-CATEGORY UNIT MEMBERS

A Category Unit member shall be allowed to attend meetings scheduled by the supervisor or Appointing Authority to discuss a grievance filed by the member. Attendance at such meetings shall not require the use of leave time. A Category Unit member who wishes to attend other functions or meetings related to the work of the Governor's Employee Advisory Council shall request to use accrued annual or compensatory leave as far in advance of the function or meeting as possible. Appointing Authorities and supervisors shall be encouraged to grant leave under these circumstances unless the employee's absence would unduly burden the operation of the agency.

Article 14 – WAGE EQUITY

RESERVED FOR DISCUSSION

Article 15 – INDEMNIFICATION

- (1) The Commonwealth shall take appropriate action to extend sovereign immunity for the purpose of indemnifying employees acting within the course and scope of their employment with the Commonwealth from all personal judgments and liabilities to which they may be subjected. The Commonwealth will offer to provide legal counsel, at its expense, to any employee who is sued in a civil action if the employee's actions were within the scope of his or her employment. The Commonwealth reserves the right to decline to extend immunity, indemnity, or representation to any employee whose action or omissions are determined to be outside the course or scope of employment or the result of fraud, corruption, actual malice, or wanton disregard for the employee's legal obligations or the constitutional rights of others. The Commonwealth may, at its option, employ counsel chosen by the affected employee or cover the expense of legal representation of counsel to which it has consented in writing. The Commonwealth shall indemnify employees for money damages with respect to any negotiated settlement of a civil suit agreed to by the Commonwealth where the Commonwealth either appointed legal counsel or consented in writing to an affected employee's choice of legal counsel.
- (2) Scope of employment decisions and grievances. The Commonwealth will promptly investigate and make a determination as to whether the employee's actions qualify for immunity, indemnification, or representation under Section (1) of this Article. If the Commonwealth declines to provide immunity, indemnification, or representation, it will notify the employee in writing and provide the employee an opportunity to be heard within ten (10) days of notification.

Article 16 – DISPUTE RESOLUTION PROCEDURES

- (1) Intent of the Parties – The parties to the Agreement intend that complaints by employees with respect to the terms and conditions of employment and the rights and obligations established by applicable laws, regulations, the provisions of this Agreement, supplemental category agreements, and the mutual understandings and practices of management and labor, be resolved in the most fair, expeditious, and economical means possible. An employee covered by this Agreement may elect to be represented by a certified Employee Organization representative.
- (2) Definitions.
 - a. Grievance. A grievance is a written complaint by an employee concerning the alleged violation or application of a law or regulation governing personnel, this Agreement, supplemental category agreements, or the mutual understandings and practices within the employee's agency that adversely affect the employee's rights, obligations, or benefits. An employee who wishes to preserve the right to appeal to the Personnel Board should also file an appeal form.
 - b. Appeal. An appeal is a statutory complaint procedure under KRS Chapter 16, 18A, or 151B in which an employee may seek a formal hearing with respect to a disciplinary action imposed against him or her or the failure of an agency to comply with a specific statutory or regulatory requirement relating to the employee.
 - c. Mediation. Mediation, for the purpose of this Agreement, is a voluntary meeting between the employer, the employee, and a representative of the certified employee organization, facilitated by an independent party, in which the parties may confidentially discuss employment matters that are in dispute and work toward an agreement resolving the complaint.
 - d. Disciplinary Action. A disciplinary action with respect to a non-probationary employee may constitute dismissal, demotion, disciplinary fine, transfer, or suspension from duty and pay, or any action by the Appointing Authority that has a direct and immediate, negative impact on pay, or any other penalization for a specified period of time based on just cause related to inefficiency, misconduct, insubordination, or violation of a law or regulation.
- (3) An employee may engage the assistance of a certified Employee Organization.
- (4) Procedural Steps for Grievances.
 - a. Step 1. Oral Notice to the Supervisor. Not later than ten (10) workdays after the event giving rise to the complaint or ten (10) workdays after the

employee should reasonably have learned of the event giving rise to the complaint, the employee, or the employee representative, should request a meeting with the immediate supervisor to discuss the complaint. The immediate supervisor shall meet with the employee and the Employee Organization representative within three (3) days of the initial request and orally respond to the employee not later than two (2) workdays after the initial meeting.

- b. Step 2. Written Grievance to the Immediate Supervisor. If the employee is dissatisfied with the oral response from the immediate supervisor, he or she shall, within thirty (30) calendar days after the event giving rise to the complaint or thirty (30) workdays after the employee should reasonably have learned of the event giving rise to the complaint, submit a written grievance to the immediate supervisor. The written grievance shall specifically relate all facts known to the employee which support the grievance, detail any statutes, regulations, or terms of agreement alleged to have been violated, and outline the remedy the employee would accept to resolve the complaint. The immediate supervisor shall meet with the employee and employee representative and respond in writing to the grievance within ten (10) calendar days of receipt of the grievance. If the grievance involves a decision or action by the immediate supervisor, the employee may elect to file the grievance with the second-line supervisor, using the time frames mentioned above.
- c. Step 3. Written Appeal to Intermediate Supervisor. Within two (2) workdays of receipt of the first-line supervisor's written response, the employee may appeal to the intermediate supervisor or agency designee of his or her agency. Appeals shall be in writing and specifically indicate what, if any, factual findings remain in dispute or the reason the employee disagrees with the decision of the immediate supervisor. The agency designee shall meet with the employee and employee representative and respond in writing to the appeal within five (5) working days of receipt of appeal. Specific representatives shall be determined in category unit discussions.
- d. Step 4. Written Appeal to the Appointing Authority. Within two (2) days of receipt of the decision by the division director or the commissioner, the employee may request final review by the appointing authority of the agency. A request for review shall be in writing and identify all factual errors or other reasons why the employee seeks review. Meetings between the appointing authority and the employee representative shall be determined in Category Unit discussions.

(5) General Grievance Provisions.

- a. An employee covered by this Agreement may be represented by a representative of the appropriate Employee Organization with respect to the preparation of the grievance and at any meetings that are held with management.
- b. Written reprimands and employee performance evaluations are not grievable issues since they have their own, exclusive, statutory remedies.
- c. Meetings relating to grievances shall be discussed in Category Unit discussions.
- d. Meetings relating to grievances may be electronically recorded with mutual consent. Neither party shall record the meeting without the mutual consent of all parties present.
- e. The certified employee representative may request that the grievance be submitted for voluntary mediation if the grievance has not been resolved. The certified employee representative may request voluntary mediation prior to any step of the grievance procedure following step two of the grievance procedure. If the matter is submitted to voluntary mediation, the time for responses or appeals to the next level shall be suspended.
- f. The filing of a grievance shall not suspend the time to file an appeal to a hearing tribunal under KRS Chapter 16, 18A, or 151B.
- g. The certified Employee Organization retains the right to be present at all meetings in which a dispute may be resolved in accordance with this procedure unless the employee filing the grievance waives representation in writing. If the employee waives representation, then a copy of any written resolution of the grievance, redacted to exclude information that is privileged or confidential by law, shall be provided to the employee organization.
- h. The grievance shall be advanced to the next step if any response by the employer shall be untimely.
- i. An employee covered by this Agreement shall participate in the grievance procedure during normal working hours and without loss of pay.

**Article 17 – GOVERNOR’S EMPLOYEE ADVISORY COUNCIL GRIEVANCE
MEDIATION PROCESS**

The parties acknowledge that the Office of Labor Management Relations and Mediation no longer exists, and the Kentucky Labor Cabinet therefore does not have sufficient staff to coordinate and oversee the grievance mediation process established under this article in the original Master Agreement. Nevertheless, the Labor Cabinet agrees to investigate and pursue all avenues available and to work with the Employee Organizations to reestablish the program if practicable. Meanwhile, the parties agree that the Kentucky Employee Mediation Program (KEMP) under the auspices of the Personnel Cabinet is available for grievance mediation.

Article 18 – MAILING SERVICES

A Category Unit representative shall be permitted to use the services of either a private mailing service of its choosing or the Division of Postal Services, Finance and Administration Cabinet to communicate with category members on issues such as grievances, notices of meetings with departments of the Commonwealth, responses from the departments of the Commonwealth, and all other matters which originate from conducting business with the Commonwealth under the Agreement. In the event the Division of Postal Services is utilized, the Employee Organization shall reimburse the Commonwealth on a cost recovery basis within thirty (30) days. In the event that a private mailing service is used, the Category Unit representative shall provide notice to the private mailing service and the Commonwealth of the size and intended audience of the mailing as far in advance of the intended mailing date as possible in order to facilitate the creation of a confidential mailing list from the Commonwealth's data base. The Commonwealth shall be held harmless for delivery and security of such mail, including all mail directed to employees of the Commonwealth. A confidentiality agreement acceptable to the Commonwealth shall be executed prior to the use of the services of either a private mailing service or the Division of Postal Services.

Article 19 – Printing

RESERVED FOR DISCUSSION

Article 20 – MASTER SHALL SUPERSEDE

A provision of this Agreement shall take precedent over any conflicting or inconsistent provision of any Category Unit Agreement negotiated at the Category Unit level.

Article 21 – SAVINGS

In the event that any provision of this Agreement, or any supplement thereto, at any time after execution should be declared to be invalid by any court of competent jurisdiction, or abrogated by law, such invalidation of such part or portion of the Agreement shall not invalidate the remaining portions of this Agreement, it being the express intent of the parties that all other provisions not thereby invalidated shall remain in full force and effect. The parties shall promptly enter into Category Unit discussions for the purpose of arriving at a mutually satisfactory replacement for such invalid provision.

Article 22 – MILITARY LEAVE

Employees shall be permitted to take military leave with pay in accordance with KRS 61.394.

Article 23 – REPRESENTATION AT DISCIPLINARY MEETINGS

Upon request, any Category Unit employee shall be entitled to representation by a certified Employee Organization representative at any meeting to which the employee has been summoned by the agency that is likely to result in disciplinary action.

Article 24 – COMMONWEALTH’S RIGHTS—RETENTION OF MANAGERIAL PREROGATIVES

- (1) The Commonwealth specifically reserves all statutory and regulatory rights and duties to manage the workforce. In addition, except as expressly modified or restricted by a specific provision of the Agreement, all statutory, regulatory, and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Commonwealth, including, but not limited to, the right, in accordance with its sole and exclusive judgment and discretion:
- a. To reprimand, suspend, demote, fine, discharge, or otherwise discipline employees for cause;
 - b. To determine the number of employees to be employed;
 - c. To hire employees, determine their qualifications, and assign and direct their work;
 - d. To promote, demote, transfer, lay off, recall to work, and retire employees;
 - e. To set the standards of productivity, the products to be produced, and/or services to be rendered;
 - f. To determine the amount and forms of compensation for employees;
 - g. To maintain the efficiency of operations;
 - h. To determine the personnel, methods, means, and facilities by which operations are conducted;
 - i. To set the starting and quitting time and the number of hours and shifts to be worked;
 - j. To assign flexible hours, shift rotation, “on call” and “call back” rotations, and overtime, and to take personnel actions such as promotion and transfer, based on legitimate business considerations that are designed to serve the best interests of the agency and the taxpayers in the most efficient, economical, and effective manner. The considerations include, but are not limited to, comparisons of:
 - Seniority,
 - Qualifications,
 - Record of performance, and
 - Conduct.
 - k. To use independent contractors to perform work or services;
 - l. To subcontract, contract out, close down, or relocate the Commonwealth’s operations or any part thereof;
 - m. To expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service;
 - n. To control and regulate the use of machinery, facilities, equipment, and other property of the Commonwealth;
 - o. To introduce new or improved research, production, service, distribution, and maintenance methods, materials, machinery, and equipment; to determine the number, location, and operation of departments, divisions, and all other units of the Commonwealth;

- p. To issue, amend, and revise policies, rules, regulations, and practices, and to take whatever action is either necessary or advisable to determine, manage, and fulfill the mission of the Commonwealth and to direct the Commonwealth's employees.
- (2) The Commonwealth's failure to exercise any right, prerogative, or function hereby reserved to it, or the Commonwealth's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Commonwealth's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Article 25 – DISMISSAL AND DISCIPLINE

- (1) A classified employee with status shall not be disciplined, demoted, suspended, or otherwise penalized except for just cause.
- (2) Dismissal, demotions, suspensions, and other penalties of commissioned employees in the Department of Motor Vehicle Enforcement shall be governed by the provisions of KRS 281.771 and 281.772.
- (3) Prior to dismissal, a classified employee with status shall be notified in writing of the intent to dismiss him or her. The notice shall also state:
 - a. The specific reason for the dismissal, including:
 1. The statutory or regulatory violation;
 2. The specific action or activity for which the intent to dismiss is based;
 3. The date, time, and place of such action or activity; and
 4. The names of the parties involved.
 - b. That the employee has the right to appear personally, or with counsel, if he has retained counsel, to reply to the head of the cabinet or agency or his designee.

Letter of Understanding

The following is to clarify the understanding between the Commonwealth of Kentucky and the Governor's Employee Advisory Council:

1. Execution of Agreement. This Agreement, when signed by representatives of each Category Unit on the Governor's Employee Advisory Council and the Governor's Office, shall conclude the discussions on the Master Agreement. Discussions on Category Unit specific agreements shall commence upon signing of this agreement.
2. GEAC Health Care Sub-Committee. In order to provide quality health care in the most cost effective manner, the parties agree that all alternatives to traditional health care should be carefully explored. In order to monitor the existing health care plan as well as to develop alternatives, the parties hereby establish a Sub-Committee of the Governor's Employee Advisory Council. The Committee shall, among other activities:
 - a. Explore programs and mechanisms to achieve the most cost effective delivery of quality care.
 - b. Make recommendations with respect to cost containment strategies as well as how the programs might be restructured or modified to provide the highest quality health care in the most efficient manner.

The Sub-Committee shall be comprised of no less than three (3) representatives from the certified Category Unit representatives and three (3) representatives of the Management Support Team (MST).

3. Steward Selections and Category Unit Discussion. As part of the Category Unit discussions, Category Unit representatives and various appointing authorities may agree consistent with the restrictions contained in Article 12(2) and (4) to a selection procedure for Stewards which best meets the needs of the appointing authority and employee representation.
4. Certified Employee Organization Representation. Nothing in this Agreement shall be construed as authorizing a representative of a certified Employee Organization to engage in the practice of law as defined and interpreted by the Supreme Court of Kentucky.

DURATION, MODIFICATION, AND TERMINATION OF MASTER AGREEMENT AND CATEGORY UNIT AGREEMENTS

This Master Agreement shall be in full force and effect as of September 9, 2008, until midnight on September 9, 2011, and shall continue year to year unless it is terminated by operation of law or unless the Governor's Employee Advisory Council or the Commonwealth notifies the other in writing at least 30 days prior to the automatic renewal date of the party's intention to amend, modify, or terminate the Master Agreement. If negotiations extend beyond the 30-day period, the terms and provisions of this Master Agreement shall remain and continue in full force and effect pending completion of negotiations on a successful Master Agreement.

Each Category Unit Agreement shall be in full force and effect as of the date of ratification of the Category Unit Agreement, or the date otherwise specified in each individual agreement, until midnight on September 9, 2011, and from year to year unless it is terminated by operation of law, or unless a Category Unit Representative or the Commonwealth notifies the other in writing at least 30 days prior to the automatic renewal date of the party's intention to amend, modify, or terminate a Category Unit Agreement. If negotiations extend beyond this 30-day period, the terms and conditions of the Category Unit Agreement shall remain and continue in full force and effect pending completion of negotiations on a successor Category Unit Agreement.

COMMONWEALTH OF KENTUCKY

Hon. Steven L. Beshear, Governor

Date: _____

GOVERNOR'S EMPLOYEE ADVISORY COUNCIL
Category A

International Union, United Automobile, Aerospace
and Agricultural Implement Workers of America
(UAW)

Date: _____

GOVERNOR'S EMPLOYEE ADVISORY COUNCIL
Category C

International Brotherhood of Teamsters (IBT)

Date: _____

GOVERNOR'S EMPLOYEE ADVISORY COUNCIL
Category D, E, and G

American Federation of State, County, and
Municipal Employees (AFSCME)

Date: _____

GOVERNOR'S EMPLOYEE ADVISORY COUNCIL
Category E

Service Employees International Union (SEIU)

Date: _____

GOVERNOR'S EMPLOYEE ADVISORY COUNCIL
Category F

Kentucky State Police Professional Association
(KSPPA)

Date: _____